Contract Agreement Between:

CONTRACT

KSAZ
511 W. Adams Street
Phoenix, AZ 85003
(602) 257-1234

And:

Up Advertising
Attention: Stacy Pearson
21 E 6th Street #114
Tempe, AZ 85281

Contract / Revision	Alt Order #
140686 / 2	

Product
Paul Penzone

Contract Dates	Estimate #
11/01/12 - 11/06/12	

Advertiser	Original Date / Revision
Paul Penzone for Sheriff	10/23/12 / 11/02/12

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Station	**Account Executive**	**Sales Office**
KSAZ	Tom Desmond	Phoenix-Local

Special Handling

Demographic
Women 35-64

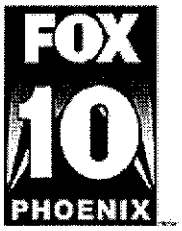
		Total Ratings
		36.30
IDB#	Advertiser Code	Product Code

Agency Ref	Advertiser Ref

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount
1	KSAZ	11/04/12	11/04/12	NFL RS Game Home	10a-7p		:30				NM	1	$19,800.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	10/29/12	11/04/12	------S	1	$19,800.00	10.60							
2	KSAZ	11/04/12	11/04/12	Su 5p-6p News	5p-6p		:30				NM	1	$540.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	10/29/12	11/04/12	------S	1	$540.00	2.40							
3	KSAZ	11/04/12	11/04/12	M-Su 7p-9p Prime Rotator	M-Su 7p-9p		:30				NM	1	$7,200.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	10/29/12	11/04/12	------S	1	$7,200.00	9.90							
	Spot	Ch	Date Range	Description	Start/End Time	Weekdays	Length		Rate	Rtg	Type		
	1	*KSAZ*	*10/29/12-11/04/12*	*M-Su 7p-9p Prime Rotator*	*M-Su 7p-9p*	*---------Su*	*:30*		*~~$7,200.00~~*	9.90	*NM*		
	See MG 3.2												
	2	KSAZ	11/01/12-11/01/12	Th 7p-9p	7p-9p	----Th-----	:30		$7,200.00	9.90	NM		
	Ⓜ MG for 3.1 11/04												
4	KSAZ	11/04/12	11/04/12	Su 9p-10p News	9p-10p		:30				NM	1	$1,080.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	10/29/12	11/04/12	------S	1	$1,080.00	1.80							
5	KSAZ	11/04/12	11/04/12	Su 10p-1030p	10p-1030p		:30				NM	1	$765.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	10/29/12	11/04/12	------S	1	$765.00	1.50							
6	KSAZ	11/06/12	11/06/12	M-F 8a-9a News	8a-9a		:30				NM	1	$585.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/05/12	11/11/12	-T-----	1	$585.00	2.10							
7	KSAZ	11/06/12	11/06/12	M-F 9a-10a News	9a-10a		:30				NM	1	$270.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/05/12	11/11/12	-T-----	1	$270.00	1.80							
8	KSAZ	11/05/12	11/05/12	M-F 9p-10p News	9p-10p		:30				NM	1	$1,350.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/05/12	11/11/12	M------	1	$1,350.00	2.60							
9	KSAZ	11/05/12	11/05/12	M-F 10p-1030p News	10p-1030p		:30				NM	1	$990.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/05/12	11/11/12	M------	1	$990.00	2.10							
10	KSAZ	11/05/12	11/05/12	M-F 1030p-11p	1030p-11p		:30				NM	1	$315.00
	Start Date	End Date	Weekdays	Spots/Week	Rate	Rating							
Week:	11/05/12	11/11/12	M------	1	$315.00	1.50							

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



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		Start Date	End Date	Weekdays	Spots/Week	Rate	Rating						
11	KSAZ	11/04/12	11/04/12	Su 11p-12a	11p-12a		:30				NM	2	$100.00
		Start Date	End Date	Weekdays	Spots/Week	Rate	Rating						
Week:		10/29/12	11/04/12	------S	2	$50.00	0.00						
								Totals	36.30			12	$32,995.00

*Tax 1 Note: Phoenix City Sales Tax 0.5%.

Time Period	# of Spots	Gross Amount	Net Amount	*Tax 1	Total
10/29/12 -11/06/12	12	$32,995.00	$28,045.75	$140.23	$28,185.98
Totals	12	$32,995.00	$28,045.75	$140.23	$28,185.98

Signature: _____ **Date:** _____

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STANDARD CONDITIONS

1. BILLING AND PAYMENTS
Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face hereof. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month following that in which the broadcast occurred or such other date as may be specified in the invoice. Time is specifically made at the essence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall bear interest at the rate of ten percent (10%) per annum. If Station institutes any legal action to collect a delinquent account, then Advertiser agrees to pay Station for all cost thereof.

2. LIABILITY FOR PAYMENTS
Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof; provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station.

3. TERMINATION
(a) Unless otherwise specified on the face hereof, either party may terminate this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be effective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.
(b) Station may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (ii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder if, on the date on which Station gives such notice of termination, Agency had given notice of termination pursuant to Paragraph 3(a) hereof effective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro rata, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 9 hereof. Except as expressly set forth in the preceding sentence, Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, liabilities, costs or expenses of any kind or nature whatsoever.

4. OMISSION OF BROADCAST
If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather), force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control, Station fails to exhibit any or all of the announcements or programs to be exhibited hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time in which case Agency shall continue to pay all amounts due hereunder, and if no such time is available the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, if, for any reason whatsoever, including, without limitation, events that are beyond Station's control or events that are within Station's control, Station fails to broadcast any or all of the announcements or programs to be broadcast hereunder. Station's liability, if any, for such failure shall be limited to the time charges allocable to the omitted broadcast or broadcasts.

5. PREEMPTIONS
Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event that, in its sole discretion, it deems to be of public interest or significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast.

6. FIXED RATE PURCHASES
Notwithstanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay the full charge (no credit or refund will be given), but Agency shall be accorded another announcement or a reasonably satisfactory substitute date and time, at no additional charge therefor.

7. RATE PROTECTION
Station reserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card issued after the date of this contract ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the extent that, commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of additional broadcast time and not in cash) of any decrease in the aggregate sums payable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL
All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infringing or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.
Any additional material furnished by Station either at Agency's request or because Station, in its sole discretion, has determined such additional material is necessary, shall be furnished at Agency's expense and shall be in addition to charges set forth on the face hereof. Station's exercise of its right to refuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and Station shall not be liable to Advertiser. If Station shall fail to receive an acceptable announcement and/or program within the time provided for herein, Station may repeat any previously approved announcement and/or programs available to Station, or, if there are none, may telecast by audio only the name or other identification or service to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

9. INDEMNIFICATION
Agency will indemnify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements) that arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency or furnished by Station at Agency's request for use in connection with Agency's announcement or other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. GENERAL
(a) Station will broadcast the announcements or programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof.
(b) If this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
(c) Agency shall not assign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
(d) Notwithstanding any other provision of this Agreement, any specification or order for the telecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment listed on the face hereof shall be treated as a request only, and Station shall not be obligated to comply with such request.
e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(f) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.
(g) This contract contains the entire understanding between parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mail or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entitled to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser or its product or services shall be permitted.
(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certifies that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.